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7  
8 UNITED STATES BANKRUPTCY COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
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11  
12 In re:

13  
14 SARGENT RANCH, LLC,  
15 Debtor

CHAPTER 11

Case No. 10-00046-PB

OPPOSITION TO EX PARTE MOTION FOR  
RECONSIDERATION OF LIMITED ISSUE  
OF RIGHT TO BREAK-UP FEE

JUDGE: Hon. Peter W. Bowie

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23 First Priority Sargent Ranch Lenders hereby opposes the Ex Parte Motion for  
24 Reconsideration of Limited Issue of Right to Break-Up Fee filed herein on May 18, 2011 by  
25 Enderley Limited, Newcombe Management Limited and Thorpely Limited (“Motion”) on the  
26 following grounds:  
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OPPOSITION TO EX PARTE MOTION FOR  
RECONSIDERATION OF LIMITED ISSUE OF  
BREAK-UP FEE

1           1.       Pursuant to Local Rule 9013-6, because the Motion does not request relief that the  
2 Court may grant on an ex parte basis, the Motion must be set for noticed hearing.

3           2.       The Motion does not allege, much less support, cause for excusing compliance with  
4 Local Rule 9013-6.

5           3.       Due process of law requires that the Motion be heard on notice sufficient to provide  
6 affected parties, including the First Priority Sargent Ranch Lenders, an adequate opportunity to be  
7 heard.  
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9           4.       The Motion cannot be considered an “Emergency Motion” under Local Rule 9014-5  
10 because movant failed to comply with the following requirements for such motions:  
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12               a)       Movant failed to telephone counsel for the First Priority Sargent Ranch  
13 Lenders (the party against whom the Motion is directed) to notify him of Movant’s intention  
14 to seek emergency relief [Local Rule 9014-5(a)];  
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16               b)       Movant failed to file a declaration indicating what notice of the Motion, if  
17 any, was given to interested parties [Local Rule 9014-5(b)];

18               c)       Movant failed to include the term “Emergency” in the caption of the Motion,  
19 thereby failing to give any party in interest notice that the Motion was being submitted as an  
20 Emergency Motion [Local Rule 9014-5(c)];  
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22           5.       The Motion and the factual statements made therein are contested, as set forth with  
23 more particularity in the Declaration of Jeffrey Goodrich In Opposition to Ex Parte Motion for  
24 Reconsideration of Limited Issue of Break-Up Fee, filed herewith.

25 DATED: May 20, 2011

GOODRICH & ASSOCIATES

26                       /s/Jeffrey J. Goodrich  
27 Jeffrey J. Goodrich

28 Attorneys for First Priority Sargent Ranch Lenders